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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10

11 MEGAN NEWMAN, an individual,

12 Plaintiff,

13 v.
14

15 MARK ESPER¹, *Secretary, U.S.*
16 *Department of Defense, in his*
17 *official capacity on behalf of the*
18 *Defense Contract Management*
Agency, and DOES, 1 to 10,
inclusive,

19 Defendants.
20

Case No.: CV 18-8185-FMO (GJSx)

STIPULATED PROTECTIVE
ORDER²

21 1. A. PURPOSES AND LIMITATIONS
22

23 Discovery in this action is likely to involve production of confidential,
24 proprietary or private information for which special protection from public
25 disclosure and from use for any purpose other than prosecuting this litigation may

26 ¹ Pursuant to Federal Rule of Civil Procedure 25(d), Mark Esper, Secretary of
27 Defense, is automatically substituted for his predecessor, Patrick M. Shanahan.

28 ² This Stipulated Protective Order is substantially based on the model protective
order provided under Magistrate Judge Gail J. Standish's Procedures.

1 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
2 enter the following Stipulated Protective Order. The parties acknowledge that this
3 Order does not confer blanket protections on all disclosures or responses to
4 discovery and that the protection it affords from public disclosure and use extends
5 only to the limited information or items that are entitled to confidential treatment
6 under the applicable legal principles.

7 B. GOOD CAUSE STATEMENT

8 This action is likely to involve the production of confidential and private
9 medical records, including psychological/psychiatric/mental health records, as well
10 as documents reflecting personnel, financial, and personal income information of
11 third-parties, for which special protection from public disclosure and from use for
12 any purpose other than prosecution of this action is warranted. Such confidential
13 and proprietary materials and information consist of, among other things, medical
14 records, psychological/psychiatric/mental health records, which reflect not only
15 Plaintiff's medical conditions, but reflect private matters involving third parties, not
16 parties to the litigation (therefore including information implicating privacy rights of
17 third parties), as well as personnel, financial, and income information, that otherwise
18 is generally unavailable to the public, or which may be privileged or otherwise
19 protected from disclosure under state or federal statutes, court rules, case decisions,
20 or common law. Accordingly, to expedite the flow of information, to facilitate the
21 prompt resolution of disputes over confidentiality of discovery materials, to
22 adequately protect information the parties are entitled to keep confidential, to ensure
23 that the parties are permitted reasonable necessary uses of such material in
24 preparation for and in the conduct of trial, to address their handling at the end of the
25 litigation, and serve the ends of justice, a protective order for such information is
26 justified in this matter. It is the intent of the parties that information will not be
27 designated as confidential for tactical reasons and that nothing be so designated
28 without a good faith belief that it has been maintained in a confidential, non-public

1 manner, and there is good cause why it should not be part of the public record of this
2 case.

3 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

4 The parties further acknowledge, as set forth in Section 12.3, below, that this
5 Stipulated Protective Order does not entitle them to file confidential information
6 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
7 and the standards that will be applied when a party seeks permission from the court
8 to file material under seal.

9 There is a strong presumption that the public has a right of access to judicial
10 proceedings and records in civil cases. In connection with non-dispositive motions,
11 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
12 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*
13 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics,*
14 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders
15 require good cause showing), and a specific showing of good cause or compelling
16 reasons with proper evidentiary support and legal justification, must be made with
17 respect to Protected Material that a party seeks to file under seal. The parties' mere
18 designation of Disclosure or Discovery Material as CONFIDENTIAL or
19 "ATTORNEYS' EYES ONLY" does not—without the submission of competent
20 evidence by declaration, establishing that the material sought to be filed under seal
21 qualifies as confidential, privileged, or otherwise protectable—constitute good
22 cause.

23 Further, if a party requests sealing related to a dispositive motion or trial, then
24 compelling reasons, not only good cause, for the sealing must be shown, and the
25 relief sought shall be narrowly tailored to serve the specific interest to be protected.
26 *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For
27 each item or type of information, document, or thing sought to be filed or introduced
28 under seal in connection with a dispositive motion or trial, the party seeking

1 protection must articulate compelling reasons, supported by specific facts and legal
2 justification, for the requested sealing order. Again, competent evidence supporting
3 the application to file documents under seal must be provided by declaration.

4 Any document that is not confidential, privileged, or otherwise protectable in
5 its entirety will not be filed under seal if the confidential portions can be redacted.
6 If documents can be redacted, then a redacted version for public viewing, omitting
7 only the confidential, privileged, or otherwise protectable portions of the document,
8 shall be filed. Any application that seeks to file documents under seal in their
9 entirety should include an explanation of why redaction is not feasible.

10 2. DEFINITIONS

11 2.1 Action: The previously-captioned case, filed in the U.S. District Court,
12 Central District, Case No.: 2:18-cv-08185 (entitled *Megan Newman v. Mark Esper,*
13 *Secretary of Department of Defense in his official capacity on behalf of the Defense*
14 *Contract Management Agency*).

15 2.2 “ATTORNEYS’ EYES ONLY” Information or Items: information
16 (regardless of how it is generated, stored or maintained) or tangible things that
17 qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified
18 in Section 7 herein.

19 2.3 Challenging Party: a Party or Non-Party that challenges the
20 designation of information or items under this Order.

21 2.4 “CONFIDENTIAL” Information or Items: information (regardless of
22 how it is generated, stored or maintained) or tangible things that qualify for
23 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
24 the Good Cause Statement.

25 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as
26 their support staff).

27 2.6 Designating Party: a Party or Non-Party that designates information or
28 items that it produces in disclosures or in responses to discovery as

1 “CONFIDENTIAL.”

2 2.7 Disclosure or Discovery Material: all items or information, regardless
3 of the medium or manner in which it is generated, stored, or maintained (including,
4 among other things, testimony, transcripts, and tangible things), that are produced or
5 generated in disclosures or responses to discovery in this matter.

6 2.8 Expert: a person with specialized knowledge or experience in a matter
7 pertinent to the litigation who has been retained by a Party or its counsel to serve as
8 an expert witness or as a consultant in this Action.

9 2.9 House Counsel: attorneys who are employees of a party to this Action.
10 House Counsel does not include Outside Counsel of Record or any other outside
11 counsel.

12 2.10 Non-Party: any natural person, partnership, corporation, association or
13 other legal entity not named as a Party to this action.

14 2.11 Outside Counsel of Record: attorneys who are not employees of a
15 party to this Action but are retained to represent or advise a party to this Action and
16 have appeared in this Action on behalf of that party or are affiliated with a law firm
17 that has appeared on behalf of that party, and includes support staff.

18 2.12 Party: any party to this Action, including all of its officers, directors,
19 employees, consultants, retained experts, and Outside Counsel of Record (and their
20 support staffs).

21 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
22 Discovery Material in this Action.

23 2.14 Professional Vendors: persons or entities that provide litigation
24 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
25 demonstrations, and organizing, storing, or retrieving data in any form or medium)
26 and their employees and subcontractors.

27 2.15 Protected Material: any Disclosure or Discovery Material that is
28 designated as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.”

1 2.16 Receiving Party: a Party that receives Disclosure or Discovery
2 Material from a Producing Party.

3 3. SCOPE

4 The protections conferred by this Stipulation and Order cover not only
5 Protected Material (as defined above), but also (1) any information copied or
6 extracted from Protected Material; (2) all copies, excerpts, summaries, or
7 compilations of Protected Material; and (3) any testimony, conversations, or
8 presentations by Parties or their Counsel that might reveal Protected Material.

9 Any use of Protected Material at trial shall be governed by the orders of the
10 trial judge. This Order does not govern the use of Protected Material at trial.

11 4. DURATION

12 FINAL DISPOSITION of the action is defined as the conclusion of any
13 appellate proceedings, or, if no appeal is taken, when the time for filing of an appeal
14 has run. Except as set forth below, the terms of this protective order apply through
15 FINAL DISPOSITION of the action. The parties may stipulate that they will be
16 contractually bound by the terms of this agreement beyond FINAL DISPOSITION,
17 but will have to file a separate action for enforcement of the agreement once all
18 proceedings in this case are complete.

19 Once a case proceeds to trial, information that was designated as
20 CONFIDENTIAL or maintained pursuant to this protective order used or introduced
21 as an exhibit at trial becomes public and will be presumptively available to all
22 members of the public, including the press, unless compelling reasons supported by
23 specific factual findings to proceed otherwise are made to the trial judge in advance
24 of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause”
25 showing for sealing documents produced in discovery from “compelling reasons”
26 standard when merits-related documents are part of court record). Accordingly, for
27 such materials, the terms of this protective order do not extend beyond the
28 commencement of the trial.

1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Non-Party that designates information or items for protection under
4 this Order must take care to limit any such designation to specific material that
5 qualifies under the appropriate standards. The Designating Party must designate for
6 protection only those parts of material, documents, items or oral or written
7 communications that qualify so that other portions of the material, documents, items
8 or communications for which protection is not warranted are not swept unjustifiably
9 within the ambit of this Order.

10 Mass, indiscriminate or routinized designations are prohibited. Designations
11 that are shown to be clearly unjustified or that have been made for an improper
12 purpose (e.g., to unnecessarily encumber the case development process or to impose
13 unnecessary expenses and burdens on other parties) may expose the Designating
14 Party to sanctions.

15 If it comes to a Designating Party's attention that information or items that it
16 designated for protection do not qualify for protection, that Designating Party must
17 promptly notify all other Parties that it is withdrawing the inapplicable designation.

18 5.2 Manner and Timing of Designations. Except as otherwise provided in
19 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
20 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
21 under this Order must be clearly so designated before the material is disclosed or
22 produced.

23 Designation in conformity with this Order requires:

24 (a) for information in documentary form (e.g., paper or electronic
25 documents, but excluding transcripts of depositions or other pretrial or trial
26 proceedings), that the Producing Party affix at a minimum, the legend
27 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend") or the legend
28 "ATTORNEYS' EYES ONLY" (hereinafter "ATTORNEYS' EYES ONLY")

1 legend), to each page that contains protected material. If only a portion of the
2 material on a page qualifies for protection, the Producing Party also must clearly
3 identify the protected portion(s) (e.g., by making appropriate markings in the
4 margins).

5 A Party or Non-Party that makes original documents available for inspection
6 need not designate them for protection until after the inspecting Party has indicated
7 which documents it would like copied and produced. During the inspection and
8 before the designation, all of the material made available for inspection shall be
9 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
10 documents it wants copied and produced, the Producing Party must determine which
11 documents, or portions thereof, qualify for protection under this Order. Then,
12 before producing the specified documents, the Producing Party must affix the
13 “CONFIDENTIAL legend” or “ATTORNEYS’ EYES ONLY” to each page that
14 contains Protected Material. If only a portion of the material on a page qualifies for
15 protection, the Producing Party also must clearly identify the protected portion(s)
16 (e.g., by making appropriate markings in the margins).

17 (b) for testimony given in depositions that the Designating Party identifies
18 the Disclosure or Discovery Material on the record, before the close of the
19 deposition all protected testimony.

20 (c) for information produced in some form other than documentary and
21 for any other tangible items, that the Producing Party affix in a prominent place on
22 the exterior of the container or containers in which the information is stored the
23 legend “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.” If only a portion or
24 portions of the information warrants protection, the Producing Party, to the extent
25 practicable, shall identify the protected portion(s).

26 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
27 failure to designate qualified information or items does not, standing alone, waive
28 the Designating Party’s right to secure protection under this Order for such material.

1 Upon timely correction of a designation, the Receiving Party must make reasonable
2 efforts to assure that the material is treated in accordance with the provisions of this
3 Order.

4 6. CHALLENGING CONFIDENTIALITY AND ATTORNEYS' EYES ONLY
5 DESIGNATIONS

6 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
7 designation of confidentiality at any time that is consistent with the Court's
8 Scheduling Order.

9 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
10 resolution process under Local Rule 37.1 et seq.

11 6.3 The burden of persuasion in any such challenge proceeding shall be on
12 the Designating Party. Frivolous challenges, and those made for an improper
13 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
14 parties) may expose the Challenging Party to sanctions. Unless the Designating
15 Party has waived or withdrawn the "CONFIDENTIAL" or "ATTORNEYS' EYES
16 ONLY" designation, all Parties shall continue to afford the material in question the
17 level of protection to which it is entitled under the Producing Party's designation
18 until the Court rules on the challenge.

19
20 7. ACCESS TO AND USE OF PROTECTED MATERIAL

21 7.1 Basic Principles. A Receiving Party may use Protected Material that is
22 disclosed or produced by another Party or by a Non-Party in connection with this
23 Action only for prosecuting, defending or attempting to settle this Action. Such
24 Protected Material may be disclosed only to the categories of persons and under the
25 conditions described in this Order. When the Action has been terminated, a
26 Receiving Party must comply with the provisions of section 13 below (FINAL
27 DISPOSITION).

28 Protected Material must be stored and maintained by a Receiving Party at a

1 location and in a secure manner that ensures that access is limited to the persons
2 authorized under this Order.

3 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
4 otherwise ordered by the court or permitted in writing by the Designating Party, a
5 Receiving Party may disclose any information or item designated
6 “CONFIDENTIAL” only to:

7 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
8 well as employees of said Outside Counsel of Record to whom it is reasonably
9 necessary to disclose the information for this Action;

10 (b) the officers, directors, and employees (including House Counsel) of
11 the Receiving Party to whom disclosure is reasonably necessary for this Action;

12 (c) Experts (as defined in this Order) of the Receiving Party to whom
13 disclosure is reasonably necessary for this Action and who have signed the
14 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

15 (d) the court and its personnel;

16 (e) court reporters and their staff;

17 (f) professional jury or trial consultants, mock jurors, and Professional
18 Vendors to whom disclosure is reasonably necessary for this Action and who have
19 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (g) the author or recipient of a document containing the information or a
21 custodian or other person who otherwise possessed or knew the information;

22 (h) during their depositions, witnesses, and attorneys for witnesses, in the
23 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
24 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
25 not be permitted to keep any confidential information unless they sign the
26 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
27 agreed by the Designating Party or ordered by the court. Pages of transcribed
28 deposition testimony or exhibits to depositions that reveal Protected Material may

1 be separately bound by the court reporter and may not be disclosed to anyone except
2 as permitted under this Stipulated Protective Order; and

3 (i) any mediator or settlement officer, and their supporting personnel,
4 mutually agreed upon by any of the parties engaged in settlement discussions.

5 7.3 Disclosure of “ATTORNEYS’ EYES ONLY” Information or Items.

6 Unless otherwise ordered by the court or permitted in writing by the Designating
7 Party, Disclosures or Discovery Material designated “ATTORNEYS’ EYES ONLY”
8 shall only be presented to or reviewed by:

9 (a) the Receiving Party’s Counsel of Record in this Action, as well as
10 employees of said Counsel of Record to whom it is reasonably necessary to disclose
11 the information for this Action;

12 (b) Experts (as defined in this Order) of the Receiving Party to whom
13 disclosure is reasonably necessary for this Action and who have signed the
14 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

15 (c) the court and its personnel;

16 (d) court reporters and their staff;

17 (e) professional jury or trial consultants, mock jurors, and Professional
18 Vendors to whom disclosure is reasonably necessary for this Action and who have
19 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (f) the author or recipient of a document containing the information or a
21 custodian or other person who otherwise possessed or knew the information;

22 (g) during their depositions, witnesses, and attorneys for witnesses, in the
23 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
24 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
25 not be permitted to keep any confidential information unless they sign the
26 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
27 agreed by the Designating Party or ordered by the court. Pages of transcribed
28 deposition testimony or exhibits to depositions that reveal Protected Material may be

1 separately bound by the court reporter and may not be disclosed to anyone except as
2 permitted under this Stipulated Protective Order; and

3 (h) any mediator or settlement officer, and their supporting personnel,
4 mutually agreed upon by any of the parties engaged in settlement discussions.

5 Neither Plaintiff nor Defendant shall review Disclosures or Discovery
6 material designated as “ATTORNEYS’ EYES ONLY.”

7 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
8 IN OTHER LITIGATION

9 If a Party is served with a subpoena or a court order issued in other litigation
10 that compels disclosure of any information or items designated in this Action as
11 “CONFIDENTIAL,” that Party must:

12 (a) promptly notify in writing the Designating Party. Such notification
13 shall include a copy of the subpoena or court order;

14 (b) promptly notify in writing the party who caused the subpoena or order
15 to issue in the other litigation that some or all of the material covered by the
16 subpoena or order is subject to this Protective Order. Such notification shall include
17 a copy of this Stipulated Protective Order; and

18 (c) cooperate with respect to all reasonable procedures sought to be
19 pursued by the Designating Party whose Protected Material may be affected.

20 If the Designating Party timely seeks a protective order, the Party served with
21 the subpoena or court order shall not produce any information designated in this
22 action as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” before a
23 determination by the court from which the subpoena or order issued, unless the
24 Party has obtained the Designating Party’s permission. The Designating Party shall
25 bear the burden and expense of seeking protection in that court of its confidential
26 material and nothing in these provisions should be construed as authorizing or
27 encouraging a Receiving Party in this Action to disobey a lawful directive from
28 another court.

1 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
2 PRODUCED IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced by a
4 Non-Party in this Action and designated as “CONFIDENTIAL” or “ATTORNEYS’
5 EYES ONLY.” Such information produced by Non-Parties in connection with this
6 litigation is protected by the remedies and relief provided by this Order. Nothing in
7 these provisions should be construed as prohibiting a Non-Party from seeking
8 additional protections.

9 (b) In the event that a Party is required, by a valid discovery request, to
10 produce a Non-Party’s confidential information in its possession, and the Party is
11 subject to an agreement with the Non-Party not to produce the Non-Party’s
12 confidential information, or otherwise precluded by law, then the Party shall:

13 (1) promptly notify in writing the Requesting Party and the Non-Party
14 that some or all of the information requested is subject to a confidentiality
15 agreement with a Non-Party;

16 (2) promptly provide the Non-Party with a copy of the Stipulated
17 Protective Order in this Action, the relevant discovery request(s), and a reasonably
18 specific description of the information requested; and

19 (3) make the information requested available for inspection by the
20 Non-Party, if requested.

21 (c) If the Non-Party fails to seek a protective order from this court within
22 14 days of receiving the notice and accompanying information, the Receiving Party
23 may produce the Non-Party’s confidential information responsive to the discovery
24 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
25 not produce any information in its possession or control that is subject to the
26 confidentiality agreement with the Non-Party before a determination by the court.
27 Absent a court order to the contrary, the Non-Party shall bear the burden and
28 expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order, no Party or Non-Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right

1 to object on any ground to use in evidence of any of the material covered by this
2 Protective Order.

3 12.3 Filing Protected Material. A Party that seeks to file under seal any
4 Protected Material must comply with Local Civil Rule 79-5. Protected Material
5 may only be filed under seal pursuant to a court order authorizing the sealing of the
6 specific Protected Material at issue. If a Party's request to file Protected Material
7 under seal is denied by the court, then the Receiving Party may file the information
8 in the public record unless otherwise instructed by the court.

9 13. FINAL DISPOSITION

10 After the final disposition of this Action, as defined in paragraph 4, within 60
11 days of a written request by the Designating Party, each Receiving Party must return
12 all Protected Material to the Producing Party or destroy such material. As used in
13 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
14 summaries, and any other format reproducing or capturing any of the Protected
15 Material. Whether the Protected Material is returned or destroyed, the Receiving
16 Party must submit a written certification to the Producing Party (and, if not the same
17 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
18 (by category, where appropriate) all the Protected Material that was returned or
19 destroyed and (2) affirms that the Receiving Party has not retained any copies,
20 abstracts, compilations, summaries or any other format reproducing or capturing any
21 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
22 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
23 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
24 reports, attorney work product, and consultant and expert work product, even if such
25 materials contain Protected Material. Any such archival copies that contain or
26 constitute Protected Material remain subject to this Protective Order as set forth in
27 Section 4 (DURATION).
28

14. VIOLATION

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: September 6, 2019

/s/ Chad Wootton of Wootton Law Group
Attorneys for Plaintiff

DATED: September 6, 2019

/s/ Aaron Kollitz of the United States Attorney's Office
Attorneys for Defendant

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: September 9, 2019



GAIL J. STANDISH
UNITED STATES MAGISTRATE JUDGE

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3
4 I, _____ [print or type full name], of
5 _____ [print or type full address], declare under penalty of perjury
6 that I have read in its entirety and understand the Stipulated Protective Order that
7 was issued by the United States District Court for the Central District of California
8 on [date] in the case of *Megan Newman v. Mark Esper*, CV 18-8185-FMO (GJSx).
9 I agree to comply with and to be bound by all the terms of this Stipulated Protective
10 Order and I understand and acknowledge that failure to so comply could expose me
11 to sanctions and punishment in the nature of contempt. I solemnly promise that I
12 will not disclose in any manner any information or item that is subject to this
13 Stipulated Protective Order to any person or entity except in strict compliance with
14 the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court
16 for the Central District of California for enforcing the terms of this Stipulated
17 Protective Order, even if such enforcement proceedings occur after termination of
18 this action. I hereby appoint _____ [print or type full
19 name] of _____ [print or type full address
20 and telephone number] as my California agent for service of process in connection
21 with this action or any proceedings related to enforcement of this Stipulated
22 Protective Order.

23 Date: _____

24 City and State where sworn and signed: _____

25
26 Printed name: _____

27
28 Signature: _____